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GOVERNMENT OF INDIA
MINISTRY OF LABOUR

NOTIFICATION

Dated New Delhi, the 25th May 1949

No. LR-3(69).—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following two awards of the Industrial Tribunal, Dhanbad, in the industrial disputes between Messrs. Talcher Coalfields Limited, Talcher and their workmen.

AWARDS

REFERENCE No. 8 of 1948.

CENTRAL GOVERNMENT'S INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of an Industrial dispute between Messrs. Talcher Coalfields Limited, Talcher, and their Workmen.

PRESENT.

Sri S. P. Varma, Chairman, Central Industrial Tribunal, Dhanbad.
For the Company: Sri B. Biswas.

For the Union: Sri Dhuliswar Bastia, Secretary, Talcher Coalfield Workers' Union, assisted by Sri M. Desai.

By Notification No. LR. 3(60) dated 18th October 1948, the Ministry of Labour, Government of India, has referred this Industrial dispute to this Tribunal in the following terms:

"Whereas an industrial dispute has arisen between Messrs. Talcher Coalfields Limited, Talcher, and their workmen regarding the implementation by the Company of recommendations relating to increase in wages, dearness allowance and other concessions specified in the Government of India, Ministry of Labour, Resolution No. LR-2(128) dated the 30th January 1948;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), as applied to Talcher State, the Central Government is pleased to refer the said dispute for adjudication to the Industrial Tribunal at Dhanbad constituted under Section 7 of the said Act."

2. The colliery where this dispute has arisen is situated in the Talcher State. The Talcher State acceded to the Indian Union, I understand, on 1st January 1948 and the Industrial Disputes Act was extended to that area.

3. The usual notices were served on the parties on 18th October 1948. The Union filed its statement of claim on 6th November 1948 and the Company's statement which is dated 14th December 1948 was received by this office on the 16th December 1948. The Union filed a reply to the written statement of the owners on the 21st December 1948. My predecessor referred to the Appendix I of the workmen's statement and framed 12 issues which will be mentioned later.

4. Generally the statement of the Company was that unless the selling price of Talcher coal was raised they would not be able to implement the recommendations contained in the Resolution of the Government of India dated 30th January 1948. The Union, on the other hand, generally asserted that the scope of the case was very limited and it should be extended. I may mention in passing that on the date on which the Resolution was passed i.e., the 30th January 1948 there was another order of the same date by which the selling price of coal by Talcher Coalfields Limited was raised by Rs. 1-6-0. Although the Company corresponded with the Government of India, Ministry of Industry and Supply, for a further increase in price, the reply they received to that was contained in the letter No. 401(1)/48 of 20th July 1948 (Annexure 'B' to the Company's written statement) in which the Government of India said, "With reference to your letter No. G.I/I dated 10th June 1948, I am directed to say that the revised prices of Talcher coal were fixed on the basis of the actual production costs. No facts and figures have been furnished by your firm to prove that a modification in these prices is necessary. The Government of India, therefore, regret their inability to allow any increase in these prices."

5. After discussing what issues were to be framed, the parties were asked to file their statement. The Union filed it on the 23rd December 1948, and the Company filed it on 27th December 1948. The issues were formally framed on the 27th December 1948 and they are as follows:

1. Do the scales of wages, dearness allowance, and other benefits given to the workmen by the Government's Resolution of 30th January 1948 constitute a fair minimum wage for the workmen. If not, what constitute a fair minimum wage?
2. Do the scales of wages, dearness allowance, and other benefits given by the Government's Resolution of 30th January 1948 constitute a reasonable scale which the company is in a position to clear, it being assumed that the controlled price of coal will remain as at present fixed?
3. What are the foodgrain concessions to which the workmen are entitled under the Government's Resolution and should such concessions be enforced?
4. What contributory Provident Fund benefits, bonus scheme, leave, overtime benefits, medical facilities and housing should be granted to the workmen?
5. What Standing Orders should be adopted for the workmen of this colliery?
6. What compensation for forced idleness should be workmen receive?
7. Should the employees receive railway fare to and fro when they proceed on leave?

8. Should any order be made for water facilities for the workmen?
9. Should the workmen be supplied with soap and footwear free of cost?
10. Should the contract system be abolished?
11. What should be the scale of pay of the overman?
12. Should any order be made for provision for the education of workmen's children and for amenities like sports, radio, and reading room?

Issue No. 1

Do the scales of wages, dearness allowance, and other benefits given to the workmen by the Government's Resolution of 30th January 1948 constitute a fair minimum wage for the workmen. If not, what constitutes a fair minimum wage?

8. So far as this issue is concerned it is interesting to note that in the Order Sheet dated 21st December 1948 it is noted by my predecessor, "I have pointed out to the parties that the reasonableness of the contents of the Government's Resolution (apart from the question of the controlled price of coal) has not been challenged" and in the Order Sheet dated 23rd December 1948 it has been noted that "So far the employers have not challenged the reasonableness of the Government's Resolution as constituting a fair minimum wage. Shri Biswas states that he wishes to consider this matter further in the light of my observations on the question of minimum wage. He will inform me when he files his written statement to the amended claim on the 27th whether he challenges the reasonableness of the Government's Resolution as fixing a fair minimum wage for the workman. The further progress of this Reference depends upon his answer to this, as I have no power to alter the controlled price of coal."

At the time of hearing, Shri Bastia raised the question that the dearness allowance of 100 per cent. allowed by the Government of India Resolution of the 30th January 1948 is not adequate in view of the rise in the cost of living in Talcher. He claims that the dearness allowance should have been 150 per cent. He has attempted to support his argument by referring to the cost of living indices in Cuttack which shows an increase from 407 in December 1947 to 424 in December 1948. Argument by analogy is not very safe to act upon. Talcher is at a distance of about 64 miles from Cuttack. As no reference has been made to the cost of living in Angul which is about 12 miles from Talcher, in the absence of any statistics with regard to the cost of living index in Talcher, it is difficult to hold that the 100 per cent. of dearness allowance on basic wages is not proper. Shri Bastia further says in his argument that workers getting more than As. 8 have not been benefited by this Resolution so far as basic wages are concerned. But that by itself does not show that the authorities did not apply their mind to this fact when passing the Resolution. The other recommendations in the Resolution are accepted by him. Shri Biswas on the other hand urges that Talcher living is cheap and in this connection referred to the letter of the Chairman, Stowing Board where it is mentioned that a stowing cooly gets As. 8 to As. 10 per day. He also refers to the fact that the Talcher workmen get rice at a concession rate on which the Company is losing money at the rate of about Rs. 10 a maund. Shri Bastia referred to paragraph 84 of the Fact Finding Committee's Report [I.r. 2(III) dated 10th October 1947] in which it was said that the concessions which cost about As. 6 per day to the colliery owners should continue as heretofore and those who were getting less than As. 6 should be given that amount. As against

this Shri Biswas urged that the Fact Finding Committee did not go into matters connected with Talcher. Therefore the argument advanced on behalf of the parties amounts to this. That on the one hand the Union wants an increase in the dearness allowance at the rate of 150 per cent. on the basic wage whereas the company insists that they pay enough to the workers. Looking on the materials placed before me, I am of the opinion that the scales of wages, dearness allowance, and other benefits given to the workmen by the Government's Resolution No. Lr. 2(128) of 30th January 1948 constitute a fair minimum wage for the worker. That being so the second part of the issue does not arise.

ISSUE No. 2

Do the scales of wages, dearness allowance, and other benefits given by the Government's Resolution of 30th January 1948 constitute a reasonable scale which the company is in a position to bear, it being assumed that the controlled price of coal will remain as at present fixed?

7. In connection with this issue it may be mentioned that whereas the Union complained that the Resolution of Government of India has not been implemented, the Company raised the question that they were not in a position to pay at the increased rates mentioned in the Resolution. The Union however referred to the fact that the Company was allowed an increase of Rs. 1-6-0 per ton in the price of coal from the 30th of January 1948. That is to say the same date on which the Resolution was passed. They also referred to the letter of the Coal Commissioner dated 20th November 1948/21st December 1948 in which the Commissioner observed as follows: "Towards the end of March 1948 i.e. about two months after the grant of increased prices, the firm complained of the alleged inadequacy of the revised prices. It was explained to them that the prices were regarded as reasonable on the facts available, but that if the firm thought otherwise Government would be prepared to reconsider the case provided it was supported by facts and figures. The firm submitted a representation on the 10th June but no factual evidence was adduced in support of their claim. Again in a representation dated the 3rd July 1948, the firm reiterated the contents of their earlier representation and stated that the colliery labour was getting restive and there was the possibility of a strike. They were informed on the 6th August 1948 that Government were not prepared to consider modification in the existing prices on mere hypothetical grounds and the claim should be backed by facts and figures. It was also made clear that failure on their part to implement Government's recommendations as embodied in Resolution No. Lr.2(128) dated the 30th January 1948 for unsubstantiated reasons must inevitably lead to a reconsideration of the price at which their coal may be sold and to the adoption of such other measures as may be necessary to ensure payment of adequate wages to labour. The firm then advised in their letter dated 28th August 1948 that they proposed to adduce factual evidence in support of their claim. Actually these facts and figures were received only on 23rd October 1948 (i.e., about nine months after the fixation of revised prices) and are now under examination by Government.

Thus reaping the benefits of increased prices which were sanctioned from the 30th January 1948 with the explicit object of giving increased wages to miners, Messrs. Talcher Coalfields Company have all these nine months withheld from miners the increase in wages that was due to them under Labour Ministry's Resolution dated 30th January 1948. Moreover, during this period the firm consistently avoided furnishing facts and figures in support of their complaint regarding inadequacy of the present coal prices."

There is another letter No. 4CI(1)/48 dated 20th July 1948 to which reference has also been made, in which the Assistant Secretary to the Government of India, Ministry of Industry and Supply, New Delhi, has expressed the Government of India's inability to increase the price of coal which runs as follows: "With reference to your letter No. CI/I dated the 10th June 1948, I am directed to say that the revised prices of Talcher coal were fixed on the basis of the actual production costs. No facts and figures have been furnished by your firm to prove that a modification in these prices is necessary. The Government of India, therefore, regret their inability to allow any increase in these prices." This is Annexure 'B' to the Company's statement of claim dated 14th December 1948. Reference has also been made by the Company to a letter addressed to the Government in the Ministry of Industry and Supply which state that even if they could sell at Rs. 18-8-7 per ton they would just be able to pay their expenses. Whereas if they sold at Rs. 15-6-0 per ton as recommended by the Government they will do so at a loss if they pay their workers as recommended by the Resolution. It may be noted also that my attention has been drawn to the Calcutta Market Report of 17th December 1948 from which it appears that the dividend declared by the Company which closed its account in September were 10 per cent in 1945, 10 per cent in 1946 and 15 per cent in 1947. This certainly shows that the Company was not in such a bad condition as made out in the Company's statement. Shri Biswas however says that this money Market Report is fully explained in para. 19 of the company's statement of the 14th December 1948. But the fact remains that the dividend for 1947 was higher than one paid in 1945 or 1946. In para. 20 of the same statement of the 14th December 1948 the Company submits that they are willing to implement the Government of India Resolution of 30th January 1948 provided the Government increase the price of Talcher coal as requested by the Company.

One of the chief arguments advanced by Shri Biswas on behalf of the company is that the company finds it difficult to implement the recommendations of the Resolution of 30th January 1948 because the price at which they have been allowed to sell coal is not sufficiently high. My attention has been drawn to letter No. CC.679 dated 22nd September 1948 from the Coal Commissioner, from which it appears that the price of Selected A grade coal in Bengal and Bihar is Rs. 16/13/- and the lowest grade of coal in the same area is priced at Rs. 13/13/-. The present company is allowed to sell coal at the rate of Rs. 15-6-0. If the other coal companies can implement the Conciliation Board's award, the objections of the company do not seem to be based on sound foundation because the difficulties with the other concerns are practically similar, e.g., water difficulty, control of noxious and inflammable gases, geological disturbances, fire, coal inter bedded with stones, steep seam working, bad roof, thin seam working and deep seam working, and transport difficulties.

I also find from the Memoirs of the Geological Survey of India, Volume LVII at page 11 that "Although the most sought for the Talchirs rocks is the curious boulder bed, the commonest and most characteristic strata are the greenish splintery (needle) shales and the greenish-buff coloured earthy sandstones and trappoid shales." Again at page 168 "It is therefore of interest to record that the present system of working at Talcher is to set out large pillars when developing the lower seam and to eventually de-pillar the top seam completely before reducing the size of the pillars in the lower seam (below). Even this mode of extraction has not been found sufficient in the Jharia coalfield according to the opinions of the Subsidence Committee. It seems safest in every way to extract the upper seam before developing the lower seam, but these are matters of opinion."

There are various difficulties in working a coalmine and which might lead to extra expense but in dealing with this matter one has to see whether the extra expense is due to physical difficulties or to want of proper supervision. The statement made by the Company has not clearly separated the two.

The Company has not been able to convince the Coal Commissioner or the Government of India that the increase in the price of Rs. 1-6-0 was inadequate nor have they succeeded in showing on the materials placed before this Tribunal that they are not in a position to pay according to the recommendations contained in the Government of India's Resolution of the 30th January 1948. I am of the opinion that the issue should be decided against the Company and they should implement the recommendations from the 30th January 1948 with regard to wages, dearness allowance, and other benefits as contained in the Resolution of the Government of India dated 30th January 1948. The only thing that I have to note is that the Resolution refers to a tub of 80 c.ft. capacity whereas in Talcher the tub used is 60 c.ft. The basic rates of the miners and the loaders however, who are piece rated workers should be adjusted accordingly.

ISSUE NO. 3

What are the foodgrain concessions to which the workmen are entitled under the Government's resolution and should such concessions be enforced?

8. On this point my attention has been drawn to paragraph 5 of the Union's statement of the 21st December 1948 in which they say that "with regard to ration facilities etc. we have to state that although the management agreed to supply the labourers with so many varieties of consumer goods they did not do accordingly. Even the ration which consisted of Rice and Dal and which were being supplied to the workers for some days was ultimately stopped." The Union does not accept the statement that they agreed to the stopping of these concessions to avoid retrenchment. They also refer to paragraph 10 of their statement dated 6th November 1948 in which they referred to an agreement between the management and the Union in the presence of the Ruler of Talcher signed on 26th January 1947. That document is Ex. 3(1). Paragraphs 2 and 8 of this document are relevant to this issue and they run as follows: "(2) The following items of ration will be supplied for one worker and one dependant (rice amounting to four seers) residing outside the colliery area and within the state:—

Rice, wheat, sugar, dal, salt, soap, spices, oil and matches at B. N. Railway Colliery price. (3) For the arrears a consolidated amount of Rs. 5 (rupees five only) per head will be given to the employees those who worked off and on during the year 1946 within a month." Shri Biswas who is appearing for the Company signed this document. There is also the signature of the Ruler of Talcher State and that of the representatives of the labourers. Shri Biswas further states that he only signed as a witness and that the undertaking was between the Raja and the workers. At any rate, it is clear that the Company through its manager was not unaware of this agreement by the Raja. To the claims of the Union on this point Shri Biswas in the course of argument referred to his favourite theme that unless the price of coal be raised they would not be able to give the concession demanded. He refers also to the Company's statement contained in paragraph 4 of 14th December 1948 in which the Company submitted that "save and except the supply of rice and dal, other grain shop facilities, viz., supply of consumer goods, were withdrawn in consultation with and with the consent of, the workmen since March 1948 as they preferred not to be retrenched. That the assurance given by the Acting

Matter as per Appendix 2 of the Memorial was with respect to the supply of rice and dal, which constituted the "usual supply" at the time and not to the other consumer goods." The assurance is dated 17th August 1948 and the second paragraph of that assurance is relevant to the issue which runs as follows: "The usual supply of ration as was usually being made to the employees will be issued on receipt of the stock. Those who did not get their ration for the last few weeks will get their dues soon after the receipt of the same." It is a fact says Shri Biswas that some of the concessions were withdrawn but it was because the labourers agreed to avoid retrenchment. He further referred to the paragraph 12 of the same statement in which the Company alleges it was due to the default on the part of the local government to supply them with provisions and so the rations were not given. He further states that the neighbouring collieries were giving these concessions but they were running at a loss. Reference has been made to the Fact Finding Committee's report where it was observed that the "discontinuance of issue of foodstuffs at concessional rates would visit discomfort and inconvenience to the workers, who would be hard put to it if necessaries of life are not readily available in the open market and have to be searched and paid for at exorbitant prices." I have also noted that the employers emphasised the fact that they would not be able to meet the extra expenditure unless they were allowed to sell coal at a higher price. I come to the conclusion that this was a matter which must have been considered by the Ministry when they raised the price of coal on the 30th January 1948 in Talcher. The question now arises as to what should be the award in the present circumstances. Looking at all these matters I also note that in the course of the argument and even a little earlier the Union wanted that 1/4 seer of rice should be given free to each worker every day. The matter is an important one both from the point of view of the workers as well as the employers. I notice from the report in the Indian Labour Gazette of December 1948 issue at page 404 that the Government of India have appointed a Committee to examine and report on the question of continuing the concessionary issue of foodgrains to colliery labour. The terms of reference to the committee are:

"To examine the present system of concessionary supplies of foodstuffs specially of dal, to miners in the coalfields of Bengal, Bihar and the Central Provinces and to report not later than the 21st December 1948, on the defects in the present system and to suggest any changes that may be desirable." It will be noticed that Orissa is not mentioned in the Reference. The report when it comes out will throw a good deal of light upon the way in which an issue like this should be decided. Taking all the materials before me into consideration I am of the opinion that the Company should make arrangements within a month of the publication of this award for the supply of foodgrains specially rice and dal to the workers at concessional rates as supplied by them before they stopped them on the basis of an alleged agreement with the workers, which was arrived at to avoid retrenchment.

The question as to the supply of 1/4 seer of free rice to everyone everyday, is not free from difficulties. This practice is prevalent in Bihar and the Ranigunj coalfields but it is not prevalent in Orissa. The workers never received in this colliery 1/4 seer of free rice before and in Appendix I which is a list of their demands attached to the statement of 6th November 1948 where they refer to the grainshop facilities, all that they say is that grainshop facilities as prevalent in other two collieries, should be given to all workers. They were not referring to the practice in Bihar and Ranigunj. In the course of the argument of course they referred to that matter. The Government of India Resolution dated 30th January 1948 referring to grain concessions has laid down as follows: "In

addition foodgrain concessions as allowed to the colliery workers elsewhere will apply." Evidently this passage was understood by the Union to refer to Orissa only. I am of the opinion that the question of giving of free 1/4 seer rice should be left open till the report of the Committee referred to above comes out. Therefore my award on this issue is that the supply of rice and dal at concession rates should continue till the report of the Committee referred to at page 404 of the Labour Gazette of December 1948 comes out. The matter may then be adjusted in consultation with the Works Committee. With regard to the giving of free 1/4 seer rice that question is left open till the Report comes out.

ISSUE No. 4

What contributory provident fund benefits, bonus scheme, leave, overtime benefits, medical facilities and housing should be granted to the workmen?

9. So far as the first two items namely Provident Fund and Bonus Scheme are concerned these are covered by Coal Mines Provident Fund Scheme (published in the *Gazette of India Extraordinary* of 11th December 1948) and the Coal Mines Bonus Scheme (published in the *Gazette of India Extraordinary* of 3rd July 1949). The Company is bound to act according to these schemes and they should comply with them from the date of the Government of India Resolution i.e., the 30th January 1948.

So far as payments for overtime work is concerned the Joshi agreement should be followed. Para. 4 of the Joshi agreement runs as follows:

"4. Payment of overtime work shall be at 1½ times the normal rate and shall be regulated as stated below:—

(a) **To the daily-rated workers.**

For work on a Sunday or the recognised day of weekly rest except that the whole of a particular category may have a rest day at variance with that generally applicable to the whole colliery, and for work on a closed holiday without pay, 1½ times the normal rate.

(b) **To the daily rated workers.**

For work done on a day which is a holiday with pay 1½ times of the normal rate in addition to the day's normal wages.

(c) **To the monthly rated staff.**

For work done on a Sunday or the recognised day of rest or on a day which is a closed holiday—1½ times of the daily wage, which shall be standardised at 1/26th of the monthly pay, in addition to his monthly salary.

Explanation A.—The above mentioned payment for overtime work for monthly rated staff is payable to:

- (i) All categories of underground workers up to and including the overman.
- (ii) All categories of surface workers excluding office and supervisory staff.

NOTE A.—In the case of office so excluded under explanation A(ii) above, the question of granting relief for work in excess of scheduled hours is to be considered separately.

Explanation B.—The option of permitting workers to work on Sundays or recognised days of weekly rest or closed holidays should rest with the

management. The guiding principle should be that only the minimum number of workers considered essential should be called for such work and if a worker is made to work for part of such a day, the overtime should be paid for the actual number of hours worked, subject to a minimum of half a day."

So far as leave is concerned the Union demanded annual leave according to the para 7 of the Draft Standing Orders for the Coal Mining Industry Appendix 'A' to the Conciliation Board's Award. This is a reasonable request and this should be granted. The sick leave allowance also should be made applicable to the workers on the lines granted in the Bihar and Bengal collieries. This will have to be read with the explanation given in the Joshi agreement in paragraph 7 and paragraph 6 of the Conciliation Board's award. (page 447. *Gazette of India Extraordinary* dated 12th May 1947).

As for medical facilities although the Union complains that the arrangements are not adequate the Company admits that there are no maternity wards in the colliery but the Labour Welfare Organisation which is now operating in that area will see that the maternity wards are set up.

So far as housing accommodation is concerned, in paragraph 18 of the Company's statement of the 14th December 1948 it is mentioned that the manager of the colliery on behalf of the company has succeeded in getting the approval of the Labour Welfare Fund Committee of Talcher to the construction of Miners' houses on the approved model as in the Jharia and Raniganj coal-fields under the head "Miners' Housing Scheme". Therefore the question of housing and medical facilities have either been provided for or are being looked into by the Welfare Organisation and therefore no special award is necessary in these cases. The Company should however see to the improvement in the medical facilities and the expedition of the housing scheme.

I put a definite question to the Union to clarify their position with regard to any demand for house rent to the workers who were not occupying the quarters provided by the Company. No demand was pointed out in the Union's statement of claim nor did they press for it at time of bearing.

ISSUE No. 5

What standing orders should be adopted for the Workmen of this colliery?

10. Shri Biswas appearing on behalf of the Company promised to frame Standing Orders as contemplated by law and the Company is hereby ordered to issue the Standing Orders within a month from the date of this Award on the lines of the model standing orders and also incorporating the relevant portions of this award.

ISSUE No. 6

What compensation for forced idleness should be workmen receive?

11. In this issue Mr. Desai refers to the Union's statement dated 28th December 1948 of paragraph 8(G). He says that the compensation for forced idleness should be in accordance with the Joshi agreement. Shri Biswas for the company refers to the Company's statement of paragraph 8 (G) wherein the Company states that the Company is agreeable to pay for forced idleness provided it is not for more than one day. The compensation for forced idleness is given not for any fault of the workers but because something has gone wrong with the management.

Looking at the Joshi agreement I find that As. 11 was allowed for forced idleness to those who were unemployed for less than 4 days, and As. 14-6 per day was allowed for those who were rendered unemployed for 4 days or more.

in a week. The rate of payment being different in the case of the concerns with which the Joshi agreement was dealing I had to call the parties to clarify the situation as what their actual demand is. In view of the basic minimum wage and dearness allowance that the workers were getting in this particular coalfield Shri Desai appearing for the Union has worked out a formula which is marked Ex. 6(1) which demand seems to be reasonable and I would accept it and give my award accordingly

| | Joshi agreement | Our demand |
|---------------------------|-------------------|----------------------|
| Up to 3 (three) days | 11 As. per day. | As. 8 Ps. 9 per day |
| More than 3 (three) days. | 14 As. 6 per day. | As. 11 Ps. 9 per day |

Issue No. 7

Should the employees receive railway fare to and fro when they proceed on leave.

12. When dealing with this issue reference has been made to paragraph 27 of the Conciliation Board's Award where it was held "If the labourer is steady and works for at least 100 or 265 days as the case may be in a year as is expected of him, then there should be no difficulty in acceding to this demand and we understand that the Industry has no objection to this being met. But in the case of those who work only for a few days and go back, or frequently absent themselves even without proper notice, no payment of any kind should be allowed." Reference is also made to paragraph 5 of the Joshi agreement which runs as follows: "The concession of Railway passes should be available to those whose leave is governed by the Standing Orders but is not payable to those who draw a basic salary exceeding Rs. 120 per month."

Shri Biswas on the other hand referred to para. 17(e) (iv) of the Company's statement dated 14th December 1948 wherein in the last sentence of para. 17 it is stated, "It is obvious that this colliery cannot give cash railway fares in lieu of any free rail travel allowed by the Railways". In the present case it appears that no railway fare is paid at all. The grant of railway fare is intended to be a concession to the workmen who have qualified by requisite attendance, so that they may not only proceed to enjoy their leave, but also return to their work refreshed after their holidays so as to maintain a continuity of service. I am of the opinion that a worker going on leave on earned leave should be given third class fares to and fro to his home. The workers who were getting a basic salary of Rs. 120 and more should not be entitled to this railway travel concession. For the return fare I should like to note that it should be dependant upon the worker coming and joining the work after his leave and working for at least a week continuously after his return.

Issue No. 8

Should any order be made for water facilities for the workmen?

13. Shri Biswas promised to supply a sufficient number of taps for the use of the workers. Shri Bastia, General Secretary of the Union complained that there are only three taps. Considering the number of workers this should be sufficiently increased in consultation with the Union.

Issue No. 9

Should the workmen be supplied with soap and footwear free of cost?

14. Shri Desai appearing for the Union, did not press this issue. Therefore the award is against the Union.

Issue No. 10

Should the contract system be abolished.

15. The Union suggests that the contract system should be abolished. Their case is to be found in their written statement of 23rd December 1948 under paragraph 8 clause (I). This runs as follows: "The contract system in the colliery has been a source of exploitation of workers, mis-appropriation of Company's money and materials and the money of the workers, loss of production, etc. There are instances which would prove that this system is bringing a heavy loss of money to the Company. We wish it should be abolished." The Company's reply is to be found in their written statement of 27th December 1948 in paragraph 8 (I) where they state: "The Company begs to state that there is no coal raising or any major contract system on the Company's colliery. Only a few petty contracts are in force which no colliery can avoid." That being the statement of the company and there being nothing to indicate as to how the workers were adversely affected I do not find any reason why the contract system as it prevails at present should be abolished. Moreover I gather that the membership of the Union amounts to more than 1,700 Whereas actually workers working on the contract system do not exceed 100 workers. This issue is decided against the Union.

Issue No. 11

What should be the scale of pay of the overman?

10. In dealing with this issue my attention has been drawn to para. 6 of the Union's statement dated 23rd December 1948. In this paragraph reference has been made to the reduction of wages of underground overmen and they refer back to their earlier statement in which they point out that 4 overmen who had got increments in June and July were reverted to their original pay and the prayer is that their increased pay should be restored. On the other hand, Shri Biswas refers to para. 6 of the Company's statement of 27-12-48 in which they allege that "these overmen threatened not to go down the mine unless they were paid extra money, hence for reasons of safety to the men and the mine the Manager of the colliery had to pay some extra money for a month or two. The *Status quo ante* was restored particularly in view of the fact that the matter would be the subject of decision by this Tribunal." From enquiry I find that only 4 people were affected in this matter. The Union has not been able to show that the statement of the company is erroneous. If the increment was due to the peculiar attitude of the overmen concerned I see no reason to interfere when the original pay has been reverted to.

Issue No. 12

Should any order be made for provision for the education of workmen's children and for amenities like sports, radio and reading room?

17. It appears that there is a school but the union wants more teachers. I think that this is just a matter for the company to decide and this will be a matter that will likely to be taken up by the Welfare Organisation. The Union also wants a loud speaker to be installed. Shri Biswas informs me that a radio, a reading room and a football ground for sports are available to the workers and their children. There is a mobile cinema also. An improvement is always possible but I do not think that any special award is necessary in these matters, in view of the arrangements that are already in existence.

My award is in the above terms.

DHANBAD.

The 28rd April. 1949.

REFERENCE No. 1 of 1949

CENTRAL GOVERNMENT'S INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of an industrial dispute between Messrs. Talcher Coalfield Limited, Talcher, and their workmen.

PRESENT

Sri S. P. Varma, Barrister-at-Law, Chairman, Central Industrial Tribunal, Dhanbad.

For the Company: Sri B. Biswas.

For the Union: Sri Dhuliswar Bastia, Secretary Talcher Coalfield Workers' Union, assisted by Sri M. Desai.

By Notification No. Lr.3(69) dated 21st February 1949, the Ministry of Labour, Government of India, has referred this industrial dispute to this Tribunal in the following terms:

And whereas a further dispute has arisen between the said two parties in respect of matters specified in the schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), as applied to Talcher State, the Central Government is pleased to refer the said dispute for adjudication to the said Industrial Tribunal at Dhanbad constituted under Section 7 of the Said Act.

SCHEDULE

1. The Union to be recognised.
2. Each loader should be provided with at least 2 empty tubs in a shift for loading purposes.
3. All employees to be granted free railway passes or fares.
4. Dhowrahs of better pattern with kitchen, latrines, urinals and adequate water supply to be provided. Arrangements to be made for sufficient street lights. Rest shed to be built for sweepers and all other shift workers.
5. Better medical facilities viz., better medicines, better diet, better indoor arrangements and operation arrangements to be made.
6. Double attendance to be granted to workers for working on general rest days (Saturdays), and other holidays. Payment of all overtime in addition to payment for rest days at twice the normal daily rate.
7. (a) Roof dressers should get -/2/- increment over their previous wages in accordance with the promise made by the Manager, Talcher Coalfield Ltd., on 18th June 1948.

- (b) Roof dressers should not be compelled to set timbers to the roof and timbermen should be employed for the purpose.
8. Similar grainshop facilities as in other two collieries of Talcher to be provided to all workers. Soap and footwear to be supplied free of cost to underground workers.
9. All workmen retrenched after 10-10-47 should be reinstated unconditionally and no employee should be retrenched or punished without the matter being previously referred to the Union.
10. Contract system in all forms whatever to be abolished.
11. Services of all employees should be considered as permanent after 6 months' continuous service.
12. The workers to be paid their full wages for the lock-out on 22nd August 1948.
13. Those workers who have been retrenched after the strike of 17th August, 1948 to be reinstated and their wages to be paid for the days of their idleness.
14. The amount by which the pay of the Overmen has been reduced to be repaid to them and their pay to be fixed at the rate in force before the reduction.
15. Removal from services of Sri S. N. Bir, Sri R. C. Debta and Sri Surendra Sahu.

2. Looking at these issues contained in the schedule it is clear that some of these issues have been dealt with in Reference 8 of 1948 between the same parties. But I have reproduced my conclusions under those headings in this Award also so that it may not be necessary to refer constantly to the previous Award.

Issue No. 1

The Union to be recognised.

3. The Union in their statement say that they were registered under the Trade Union Act, 1926 on the 9th September, 1948. Their certificate number is 55 and they represent a large majority of the workers in the collieries and therefore they should be recognised. The Company did not recognise them although they wrote letters to them on the 18th September, 23rd September, and 22nd September 1948. It is further stated that all the conditions in the Conciliation Board's award paragraph 17 have been satisfied and therefore they should be recognised by the Company. They refer also to the remarks of my predecessor in his order dated 21st December which is as follows: "Item No. 1. This does not arise. The Union is obviously recognised by the Government of India and is recognised by this Tribunal and it will be very unfortunate if the employers themselves do not recognise the Union". The Company in their statement urge that the activities of the Union are meant not to promote the interest of coal trade but to jeopardise the interest of the industry. Hence the Company still hesitate to give recognition to this Union. They refer to a strike on 31st January 1949 both at the Company's colliery as well as at M. & S. M. Railway colliery. The Company also refers to the threatened strike on 6th March 1949 which did not materialise. In the course of the argument it was pointed out by the Union the strikes mentioned by the Company were the work of the another Union and not this Union. They further suggest that when the Company was satisfied with the conditions mentioned in the Conciliation Board's Award there is no reason why this Union should not be recognised. Shri Biswas has frankly admitted

that there is no documentary evidence to show that there was an illegal strike at the instance of this Union.

The question of the recognition of a Union has been dealt with in different ways by different Tribunals. In the Jute Textile Industrial Tribunal in West Bengal the Tribunal observed, "It is perfectly clear that this Tribunal cannot take upon itself the task which the law requires a Labour Court to perform". They further refrain from giving an award in favour of the Unions that appeared because all the Unions connected with the industry had not appeared before the Tribunal. The Tribunal thought it had no jurisdiction to deal with the issue about the recognition of the Union and therefore rejected the claim of the Union.

The circumstances in that award are entirely different from the circumstances prevailing in this case. There is another line of thought which shows, that the question of recognition of the Union does not come within the definition of an Industrial Dispute as defined in the Industrial Disputes Act 1947. Some of the Tribunals have left the matter to be disposed of by the Labour Courts when they were established. I am in agreement with the view expressed on this question of recognition in the matter of dispute concerning Messrs. Roberts McLean & Company Limited, and their employees represented by Roberts McLean Employees Union. It was published by an Order dated 22nd January, 1948 which was ordered to be published in the Calcutta Gazette. The learned adjudicator observes, "Since the Union has gained allegiance of a majority of the workers, I fail to think how anything but advantage can accrue to the Company by recognising the Union. The company can deal with the individual workers through the Union. A censure by the Union or Association to which the employee belongs is much more effective than the censure by an employer. The Legislature appreciated the usefulness of a registered Union and gave a registered Union the power to represent the workers in any dispute before a Tribunal or a Conciliation Board, and, in fact, in enacting the Industrial Employment (Standing Orders) Act of 1946, the Legislature allotted a very important role to the Union. In framing the Standing Orders of an industrial concern, the Union of its workers, if it is registered, has to be consulted and, in fact, the standing orders cannot be certified without notice to the registered Union of the workers. Having considered the immense advantage that are to accrue to both the employers and the employees from recognition of the Union, I am inclined to direct the Company to recognise the Union of its employees registered under the style "Roberts, McLean Employees' Union". I am told that a Bill for enforcing recognition of an Employees' Union on the employer, is on the anvil. I do not propose to wait indefinitely for the Act." After having expressed his dissent, from another opinion the learned adjudicator said "There cannot be any earthly reason for withholding recognition of the Union and I direct, in the interest of both the employers and the employees, that the company shall recognise the Union of its employees, which has been duly registered. This recognition shall not be only in letter. It shall be in spirit without which the organisation is likely to bring about complications without being useful".

In the present case although the Act is there for the formation of a Labour Court I have not been able to find out if the Labour Courts have been established. So far as I can gather from a telegram from the Regional Labour Commissioner, Calcutta, no Labour Courts have been established with jurisdiction over the Talcher mines. When the Company has not been able to substantiate its charge that the Union was indulging in illegal strikes and at the same time cannot disprove the fact that the Union counts among its members the majority of the workers, I order that the Union should be recognised. I am not prepared to agree with the view that the recognition of an Union does not come within the definition of an industrial dispute.

Issue No. 2.

Each loader should be provided with at least 2 empty tubs in a shift for loading purposes.

1. The main ground upon which the Union wants this order to be passed is that the loaders have little benefit if they do not get two tubs in a shift to load. The Company on the other hand says that the Company's tubs are 60 cwt. in size and that the Company always tries to supply workers as many tubs as possible but it is due to the fault of the trallymen that sufficient number of tubs are not available. They hope they will improve the situation in course of time. The question of supplying tubs will depend upon the number of tubs available in the near future and when the Company is prepared to improve matters in connection with supply of tubs, I do not think any special award is necessary. I dispose of this issue accordingly.

Issue No. 3.

All employees to be granted free railway passes or fares.

5. This matter has been dealt with in issue No. 7 of Reference 8 of 1948 between the same parties in respect of railway fares. My order is as follows: "When dealing with this issue reference has been made to paragraph 27 of the Conciliation Board's Award where it was held "If the labourer is steady and works for at least 190 or 205 days as the case may be in a year as is expected of him, then there should be no difficulty in acceding to this demand and we understand that the Industry has no objection to this being met. But in the case of those who work only for a few days and go back, or frequently absent themselves even without proper notice, no payment of any kind should be allowed". Reference is also made to paragraph 5 of the Joshi agreement which runs as follows: "The concession of Railway passes should be available to those whose leave is governed by the Standing Orders but is not payable to those who draw a basic salary exceeding Rs. 120 per month".

Shri Biswas on the other hand referred to para. 17(e)(iv) of the Company's statement, dated 14th December 1948 wherein in the last sentence of para. 17 it is stated, "It is obvious that this colliery cannot give cash railway fares in lieu of any free rail travel allowed by the Railways". In the present case it appears that no railway fare is paid at all. The grant of railway fare is intended to be a concession to the workmen who have qualified by requisite attendance, so that they may not only proceed to enjoy their leave, but also return to their work refreshed after their holidays so as to maintain a continuity of service. I am of the opinion that a worker going on leave on earned leave should be given third class fares to and from his home. The workers who were getting a basic salary of Rs. 120 and more should not be entitled to this railway travel concession. For the return fare I should like to note that it should be dependant upon the worker coming and joining the work after his leave and working for at least a week continuously after his return. My award in this dispute is the same as above.

Issue No. 4.

Dhowrahs of better pattern with kitchen, latrines, urinals and adequate water supply to be provided. Arrangements to be made for sufficient street lights. Rest shed to be built for sweepers and all other shift workers.

6. Issue No. 4 of Reference 8 of 1948 refers to housing and in that connection I have said, "So far as housing accommodation is concerned, in paragraph

13 of the Company's statement of the 14th December 1948 it is mentioned that the manager of the colliery on behalf of the Company has succeeded in getting the approval of the Labour Welfare Fund Committee of Talcher to the construction of miners' houses on the approved model as in the Jharia and Ranigunj coalfields under the head "Miners Housing Scheme". Therefore the question of housing and medical facilities have either been provided for or are being looked into by the Welfare Organisation and therefore no special award is necessary in these cases. The Company should however see to the improvement in the medical facilities and the expedition of the housing scheme.

I put a definite question to the Union to clarify their position with regard to any demand for house rent to the workers who were not occupying the quarters provided by the Company. No demand was pointed out in the Union's statement of claim nor did they press for it at the time of hearing.

I give the award in the same terms as above so far as issue No. 4 of this Reference is concerned.

So far as lighting arrangements etc. are concerned, the management has promised to see that improvements are made. I hope they will do so in the near future. I think, in view of the promise made by the management that the work is going to be undertaken by the Labour Welfare Organisation, no special award is necessary in this connection.

ISSUE No. 5

Better medical facilities viz., better medicines, better diet, better indoor arrangements and operation arrangements to be made.

7. This issue is to a certain extent covered by my award in issue No. 4 of Reference 8 of 1948 where I have said, "As for medical facilities although the Union complains that the arrangements are not adequate the Company admits that there are no maternity wards in the colliery but the Labour Welfare Organisation which is now operating in that area will see that the maternity wards are set up." With regard to other items of the issue such as better medicines, better diet, better indoor arrangements and operation arrangements, these are really matters concerned with the Labour Welfare Organisation. However, the company assured the Tribunal that these improvements will be made as soon as possible. So no special award on this is necessary.

ISSUE No. 6

Double attendance to be granted to workers for working on general rest days (Saturdays), and other holidays. Payment of all overtime in addition to payment for rest days at twice the normal daily rate.

8. So far as this issue is concerned the parties agreed that the Joshi agreement should be followed. My award is that this should be done. Paragraph 4 of the Joshi agreement is relevant to this issue which is as follows: "4. Payment of overtime work shall be at $1\frac{1}{2}$ times the normal rate and shall be regulated as stated below:—

(a) *To the daily-rated workers.*—For work on a Sunday or the recognised day of weekly rest except that the whole of a particular category may have a rest day at variance with that generally applicable to the whole colliery, and for work on a closed holiday without pay, $1\frac{1}{2}$ times the normal rate.

(b) *To the daily-rated workers.*—For work done on a day which is a holiday with pay $1\frac{1}{2}$ times of the normal rate in addition to the day's normal wages.

- (c) *To the monthly rated staff.*—For work done on a Sunday or the recognised day of rest or on a day which is a closed holiday— $1\frac{1}{4}$ times of the daily wage, which shall be standardised at $1/20$ th of the monthly pay, in addition to his monthly salary.

Explanation A.—The abovementioned payment for overtime work for monthly rated staff is payable to:

- (i) All categories of underground workers up to and including the overman.
- (ii) All categories of surface workers excluding office and supervisory staff.

Note A.—In the case of office staff so excluded under Explanation A(ii) above, the question of granting relief for work in excess of scheduled hours is to be considered separately.

Explanation B.—The option of permitting workers to work on Sundays or recognised days of weekly rest or closed holidays should rest with the management. The guiding principle should be that only the minimum number of workers considered essential should be called for such work and if a worker is made to work for part of such a day, the overtime should be paid for the actual number of hours worked, subject to a minimum of half a day."

ISSUE No. 7

- (a) *Roof dressers should get -/2/- increment over their previous wages in accordance with the promise made by the Manager, Talcher Coalfield Ltd., on 18th June 1948.* (b) *Roof dressers should not be compelled to set timbers to the roof and timbermen should be employed for the purpose.*

9. In so far issue 7(a) is concerned the Union has not pressed this demand. Therefore no award is necessary on this point.

So far as issue 7(b) is concerned the case of the Union is that roof dressers and timber setters are different set of men. The roof dressers should not be compelled to set timbers to the roof. As a matter of fact emergencies may arise when a roof dresser may have to act as a timberman. Moreover, this demand was evidently made under a misapprehension. Shri Biswas points out that timbermen are mentioned in the list of workers as propping maistries and coolies [appendix E(2) of the Company's statement dated 14th December 1948]. There is no substance in the contention of the Union on this point. My award in this issue is against the Union.

ISSUE No. 8

Similar grainshop facilities as in other two collieries of Talcher to be provided to all workers. Soap and footwear to be supplied free of cost to underground workers.

10. This issue has been dealt with in issues 3 and 9 of Reference 8 of 1948.

As regards foodgrain facilities my award is on the same lines as in issue No. 8 of Reference 8 of 1948 which runs as follows: On this, _____ tion has been drawn to paragraph 5 of the Union's statement of the 21st December 1948 in which they say that "with regard to ration facilities etc., we have to state that although the management agreed to supply the labourers with so many varieties of consumer goods they did not do accordingly. Even the ration which consisted of rice and dhal and which were being supplied to the workers for some days was ultimately stopped." The

Union does not accept the statement that they agreed to the stopping these concessions to avoid retrenchment. They also refer to paragraph 10 of their statement dated 6th November 1948 in which they referred to an agreement between the management and the Union in the presence of the Ruler of Talcher signed on 26th January 1947. That document is Ex.3(1). Paragraphs 2 and 8 of this document are relevant to this issue and they run as follows: (2) The following items of ration will be supplied for one worker and one dependent (rice amounting to four seers) residing outside the colliery area and within the state:—

Rice, wheat, sugar, dal, salt, soap, spices, oil and matches at B. N. Railway colliery price. "(8). For the arrears a consolidated amount of Rs. 5 (rupees five only) per head will be given to the employees those who worked off and on during the year 1948 within a month." Shri Biswas who appearing for the Company signed this document. There is also the signature of the Ruler of Talcher State and that of the representatives of the labourers. Shri Biswas further states that he only signed as a witness and that the undertaking was between the Raja and the workers. At any rate, it is clear that the Company through its manager was not unaware of this agreement by the Raja. To the claims of the Union on this point Sri Biswas in the course of argument referred to his favourite theme that unless the price of coal be raised they would not be able to give the concession demanded. He refers also to the Company's statement contained in paragraph 4 of 14th December 1948 in which the Company submitted that "save and except the supply of rice and dal, other grainshop facilities, viz., supply of consumer goods, were withdrawn in consultation with and with the consent of, the workmen since March 1948 as they preferred not to be retrenched. That the assurance given by the Acting Manager as per Appendix 2 of the Memorial was with respect to the supply of rice and dal, which constituted the "usual supply" at the time and not to the other consumer goods." The assurance is dated 17th August 1948 and the second paragraph of that assurance is relevant to the issue which runs as follows: "The usual supply of ration as was usually being made to the employees will be issued on receipt of the stock. Those who did not get their ration for the last few weeks will get their dues soon after the receipt of the same." It is a fact says Shri Biswas that some of the concessions were withdrawn but it was because the labourers agreed to avoid retrenchment. He further referred to the paragraph 12 of the same statement in which the Company alleges it was due to the default on the part of the local government to supply them with provisions and so the rations were not given. He further states that the neighbouring collieries were giving these concessions but they were running at a loss. Reference has been to the Fact Finding Committee's report where it was observed that the "discontinuance of issue of foodstuffs at concessional rates would visit discomfort and inconvenience to the workers, who would be hard put to it if necessities of life are not readily available in the open market and have to be searched and paid for at exorbitant prices." I have also noted that the employers emphasised the fact that they would not be able to meet the extra expenditure unless they were allowed to sell coal at a higher price. I come to the conclusion that this was a matter which must have been considered by the Ministry when they raised the price of coal on the 30th January 1948 in Talcher. The question now arises as to what should be the award in the present circumstances. Looking at all these matters I also note that in the course of the argument and even a little earlier the Union wanted that 1/4 seer of rice should be given free to each worker everyday. The matter is an important one both from the point of view of the workers as well as the employers. I notice from the report in the Indian Labour Gazette of December 1948 issue at page 404 that the Government of India have appointed a Committee to examine and report on the question of

ng the concessionary issue of foodgrains to colliery labour. The terms of reference to the committee are:

"To examine the present system of concessionary supplies of foodstuffs specially of dal, to miners in the coalfields of Bengal, Bihar, and the Central Provinces and to report not later than the 21st December 1948, on the defects in the present system and to suggest any changes that may be desirable." It will be noticed that Orissa is not mentioned in the Reference. The report when it comes out will throw a good deal of light upon the way in which an issue like this should be decided. Taking all the materials before me into consideration I am of the opinion that the Company should make arrangements within a month of the publication of this award for the supply of foodgrains specially rice and dal to the workers at concessional rates as supplied by them before they stopped them on the basis of an alleged agreement with the workers, which was arrived at to avoid retrenchment. The award in this reference also is in the same terms.

The demand for soap and footwear was withdrawn and the award will be on the same lines as in issue No. 9 of Reference 8 of 1948 which runs as follows: "Shri Desai appearing for the Union, did not press this issue. Therefore the award is against the Union."

ISSUE No. 9

All workmen retrenched after 10-10-47 should be reinstated unconditionally and no employee should be retrenched or punished without the matter being previously referred to the Union.

11. This issue was not pressed.

ISSUE No. 10

Contract system in all forms whatever to be abolished.

12. This issue is same as the issue No. 10 in Reference No. 8 of 1948 which runs as follows: "The Union suggests that the contract system should be abolished. Their case is to be found in their written statement of 23rd December 1948 under paragraph 8 clause (I). This runs as follows: "The contract system in the colliery has been a source of exploitation of workers, mis-appropriation of Company's money and materials and the money of workers, loss of production etc. There are instances which would prove that this system is bringing a heavy loss of money to the Company. We wish it should be abolished." The Company's reply is to be found in their written statement of 27th December 1948 in paragraph 8 (I) where they state: "The Company begs to state that there is no coal raising or any major contract system on the company's colliery. Only a few petty contracts are in force which no colliery can avoid." That being the statement of the Company and there being nothing to indicate as to how the workers were adversely affected, I do not find any reason why the contract system as it prevails at present should be abolished. Moreover I gather that the membership of the Union amounts to more than 1,700. Whereas actually workers working on the contract system do not exceed 100 workers." I hold that the contract system need not be abolished.

ISSUE No. 11

Services of all employees should be considered as permanent after 6 months continuous service.

12. This issue was not pressed. In view of the fact that a provision like this is bound to be made for if the Standing Orders which the Company has

promised to frame in Reference 8 of 1948, no special order is necessary. My order in Reference 8 of 1948 is as follows: "Shri Biswas appearing on behalf of the Company promised to frame Standing Orders as contemplated by law and the Company is hereby ordered to issue the Standing Orders within a month from the date of this Award on the lines of the model standing orders and also incorporating the relevant portions of this award."

ISSUE No. 12

The workers to be paid their full wages for the lock-out on 22nd August 1948.

13. The case of the Union is that the company stopped work in the colliery on the 22nd August 1948. It was no fault of the workers that the work has been stopped and they ought to get remuneration as in the case of the forced idleness. They call it a lock-out but it is not so. The company does not deny the allegation but it says that on account of certain difficulties in getting kerosene on that day the work had to be stopped and it was no fault on the part of the company. In the course of the argument Shri Biswas urged that he tried his best to inform the workers of the real state of affairs. He also said that payments will be made to the workers who reported for work on that day. This is a very reasonable attitude on the part of Mr. Biswas but the trouble is that he himself admitted that he sent out a message to the workers not to come. In the circumstances the workers should be given compensation for the 22nd August as is to be paid in the case of forced idleness which I have indicated in issue No. 6 of Reference 8 of 1948 and it runs as follows: In this issue Sri Desai refers to the Union's statement dated 23rd December 1948 of paragraph 8 (G). He says that the compensation for forced idleness should be in accordance with the Joshi agreement. Shri Biswas for the company refers to the Company's statement of paragraph 8(G) wherein the Company states that the Company is agreeable to pay for forced idleness provided it is not for more than one day. The compensation for forced idleness is given not for any fault of the workers but because something has gone wrong with the management.

Looking at the Joshi agreement I find that As. 11 was allowed for forced idleness to those who were unemployed for less than 4 days, and As. 14-6 per day was allowed for those who were rendered unemployed for 4 days or more in a week. The rate of payment being different in the case of the concerns with which the Joshi agreement was dealing I had to call the parties to clarify the situation as what their actual demand is. In view of the basic minimum wage and dearness allowance that the workers were getting in this particular coalfield Shri Desai appearing for the Union has worked out a formula which is marked Ex.6(1) which demand seems to be reasonable and I would accept it and give my award accordingly.

| | Joshi agreement. | | | Our demand. | | |
|---------------------------|------------------|-----|---------|-------------|-----|---------|
| | As. | ps. | | As. | ps. | |
| Upto 3 (three) days. | 11 | 0 | per day | 8 | 9 | per day |
| More than 3 (three) days. | 14 | 6 | " | 11 | 9 | " |

To be on the safe side the best thing would be not to rely on the question of reporting or not reporting on that day but those who reported on that day should be paid as well as those who were present on the previous day.

ISSUE No. 13

Those workers who have been retrenched after the strike of 17th August 1948 to be reinstated and their wages to be paid for the days of their idleness.

14. Notice of strike by the Union was issued on the 17th July 1948. They actually went on strike on 17th August 1948. A telegram dated 16th August reached the Union on the 17th from the Regional Labour Commissioner. The strike was called off from the 18th evening. The labourers started work from the morning of the 19th. Now the Union's case is that it is a sort of punishment that 161 workers were retrenched on the 20th August 1948. In the course of the argument Shri Biswas said that it was not a case of victimisation but it was a case of retrenchment according to the exigency of the industry. He points out that about 82 persons were taken back. Nothing has been shown by the Union to show that these people were particularly chosen for victimisation nor it has been shown that they were particularly active workers against the Company. All that can be done in the present case is that when the Company is in need of more workers they should in all fairness give the 1st preference to the workers retrenched.

ISSUE No. 14

The amount by which the pay of the overmen has been reduced to be repaid to them and their pay to be fixed at the rate in force before the reduction.

15. This matter has been dealt with in issue No. 11 of Reference 8 of 1948. I have not thought fit to interfere with the present scale of pay of the overmen. My order in Reference No. 8 of 1948 is as follows: "In dealing with this issue my attention has been drawn to para. 6 of the Union's statement dated 23rd December 1948. In this paragraph reference has been made to the reduction of wages of under ground overmen and they refer back to their earlier statement in which they point out that 4 overmen who had got increments in June and July were reverted to their original pay and the prayer is that their increased pay should be restored. On the other hand, Shri Biswas refers to paragraph 6 of the Company's statement of 27-12-48 in which they allege that "these overmen threatened not to go down the mine unless they were paid extra money, hence for reasons of safety to the men and the mine the Manager of the colliery had to pay some extra money for a month or two. The *status quo ante* was restored particularly in view of the fact that the matter would be the subject of decision by this Tribunal." From enquiry I find that only 4 people were affected in this matter. The Union has not been able to show that the statement of the Company is erroneous. If the increment was due to the peculiar attitude of the overmen concerned I see no reason to interfere when the original pay has been reverted to." My award on this issue is as above.

ISSUE No. 15

Removal from service of Sri S. N. Bir, Sri R. C. Debta, and Shri Surendra Sahu.

16. To begin with Sri Desai has not pressed the case against Debta and Surendra Sahu but in a very hesitating manner he wanted to press the case against S. N. Bir. But after some discussion he withdrew his case against all the persons named. The case of the Union was that as they were responsible for the tense atmosphere in the colliery they should be dismissed. I am glad that Sri Desai did not think it necessary to press this issue. Because even if he had pressed I doubt very much whether I would have given an award in his favour. I asked him to show me any award in which a prayer like this from a Union has been given effect to by any Tribunal. He could not.

17. Before I close this award I may mention that on the last date of the hearing Sri Bastia for the Union referred to certain retrenchments that took place in the month of March 1949 and said that these retrenchments were illegal and that I should give an award on this point. I find that this specific issue has not been referred to me. Therefore I need not go into the matter. Various points of law were referred to but I do not want to prejudice the parties by expressing any opinion on these points.

The award of this Tribunal is as mentioned above against each of the issues.

S. P. VARMA, *Chairman.*

Central Government Industrial Tribunal, Dhanbad.

DHANBAD;

28th April 1949.

H. KHANNA, *Deputy Secy.*